



JONATHAN E. FIELDING, M.D., M.P.H.  
Director and Health Officer

CYNTHIA A. HARDING, M.P.H.  
Chief Deputy Director

313 North Figueroa Street, Room 806  
Los Angeles, California 90012  
TEL (213) 240-8117 • FAX (213) 975-1273

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)



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# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

34 April 30, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

April 30, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AUTHORIZATION TO ACCEPT AND IMPLEMENT AN AWARD AND FUTURE AWARDS  
AND/OR AMENDMENTS FROM COMMUNITY HEALTH COUNCILS, INC. FOR THE  
PERIOD OF MAY 1, 2013 THROUGH SEPTEMBER 29, 2015 TO SUPPORT THE  
RACIAL AND ETHNIC APPROACHES TO COMMUNITY HEALTH OBESITY AND  
HYPERTENSION DEMONSTRATION PROJECT  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Authorization to accept and implement an award and future awards and/or amendments from Community Health Councils, Inc., to support the Racial and Ethnic Approaches to Community Health Obesity and Hypertension Demonstration Project for the term of May 1, 2013 through September 29, 2015.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and implement an award from Community Health Councils, Inc. (CHC) for the period of May 1, 2013 through September 29, 2015, in the amount of \$491,000 (Exhibit I), to support DPH's participation in CHC's Racial and Ethnic Approaches to Community Health Obesity and Hypertension Demonstration Project (REACH project).
2. Delegate authority to the Director of DPH, or his designee, to accept future awards and/or amendments that are consistent with the requirements of the CHC award that extend the term through September 29, 2018, at amounts to be determined by CHC; reflect non-material and/or ministerial revisions to the award's terms and conditions; allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the award through March 30, 2019; and/or provide an increase or decrease in funding up to 25 percent above or below each term's annual base amount, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of Recommendation 1 will allow DPH to accept funds from CHC to support DPH's participation in the REACH project. The REACH project is a collaboration between CHC, DPH, the University of Southern California (USC), and the Los Angeles Unified School District (LAUSD). The goal of the project is to: address barriers specific to populations experiencing health disparities, reduce health disparities, and maximize the health benefits of population-wide changes. As a Reach Project participant, DPH will develop and implement replicable and scalable strategies to assure that population-wide policies, systems, and environmental improvements designed to reduce obesity and hypertension also decrease disparities in these outcomes. Activities will address obesity and hypertension, two of the leading risk factors for chronic diseases. Obesity and hypertension result in a high disease burden within racial and ethnic populations, focusing on racial or ethnic groups including, but not limited to: African American or Black, Hispanic or Latino, American Indian/Alaska Native, Asian American, and Native Hawaiian or Other Pacific Islander. This Project will have a strong focus on the evaluation of implementation activities.

Given these parameters, DPH will use these funds to develop shared use agreements that will increase community access to school sites for physical activity after school hours at 10 LAUSD schools in the West Adams and South Los Angeles Community Plan areas. Additionally, DPH will support REACH's efforts to improve LAUSD's education and marketing of LAUSD's existing, nutritious school meals by aligning DPH's existing Community Transformation Grant nutrition resources with those of the REACH project. To meet project objectives, DPH may utilize the temporary personnel master agreements approved by your Board on October 19, 2010.

Approval of Recommendation 2 will allow DPH to accept future awards and/or amendments that are consistent with the requirements of the CHC award to extend and/or adjust the term of the award; reflect non-material revisions to terms and conditions; rollover unspent funds and/or redirect funds; and/or provide an increase or decrease in funding up to 25 percent above or below each term's annual base amount. This recommended action will enable DPH to accept awards and/or amendments that adjust the project period up to six months beyond the original term, in those instances where there has been an unanticipated extension of the term to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximum grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

### **Implementation of Strategic Goals**

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total amount of the CHC award for the period of May 1, 2013 through September 29, 2015 is \$491,000. These funds will support a temporary personnel master agreement work order, travel, supplies, operating expenses, and indirect costs.

There is no net County cost associated with these actions. Funding will be included in the final changes Budget Request for fiscal year 2013-14.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

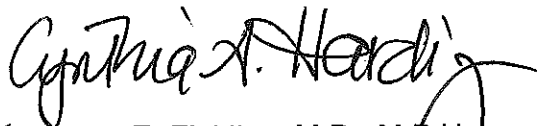
On September 29, 2012, CHC was awarded CDC Grant Number U58DP004732-PPHF12 and informed DPH of the award of a subcontract agreement effective May 1, 2013 through September 29, 2015.

County Counsel has approved Exhibit I as to use. Attachment A is the Grants Management Statement for grants exceeding \$100,000.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow DPH to accept funds from CHC to participate in the REACH project to reduce disparities in obesity and hypertension rates among residents of Los Angeles County, specifically by increasing access to healthy food and physical activity on school campuses.

Respectfully submitted,



for Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

JEF:av  
BL #02590

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors



## **SUBCONTRACTOR AGREEMENT**

This Subcontractor Agreement (Agreement) is made and entered into by and between **COMMUNITY HEALTH COUNCILS, INC.**, a nonprofit corporation (CHC), and the **Los Angeles County Department of Public Health** (Subcontractor) as of **May 1, 2013**. For and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Parties to the Agreement.** The parties to this Agreement are: Community Health Councils, Inc. (CHC), a nonprofit corporation, having its principal office at 3731 Stocker St., Suite 201, Los Angeles, CA 90008, and the Los Angeles County Department of Public Health's Division of Chronic Disease and Injury Prevention, a county government agency, having its principal office at 3530 Wilshire Blvd., Suite 800, Los Angeles, CA 90010 (Subcontractor) (collectively, "Parties").
- 2. Representatives of the Parties and Service of Notices.** The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Contractor:

Lark Galloway Gilliam, Executive Director  
Community Health Councils, Inc.  
3731 Stocker Street Suite, 201  
Los Angeles, CA 90008  
Phone: (323) 295-9372/Fax: (323) 295-9467

With copies to:

Project Manager  
Community Health Councils, Inc.  
3731 Stocker Suite, 201  
Los Angeles, CA 90008  
Phone: (323) 295-9372/Fax: (323) 295-9467

Subcontractor:

Tony Kuo, MD, MSHS  
Los Angeles County Department of Public Health  
3530 Wilshire Blvd. Ste 800  
Los Angeles, CA 90010  
Phone: (213)-351-7341

With copies to:

Project Manager  
Los Angeles County Department of Public Health  
695 S Vermont, South Tower, Ste 1400  
Los Angeles, CA 90010  
Phone: 213-351-7887

Formal notices, demands and communication to be given hereunder by either party shall be made in writing and may be effected by personal delivery, or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

- 3. Relationship of the Parties.** Subcontractor enters into this Agreement as and shall continue to be, an independent contractor and not as an agent or employee of CHC. No employee of the Subcontractor has been, is, or shall be an employee of CHC, and the Subcontractor shall so inform each employee who is hired or retained under this Agreement. Subcontractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of CHC and shall not look to CHC as its employer, partner, joint venture, agent or principal. The parties intend by this Agreement solely to effect the appointment of subcontractor as an Independent contractor, and no other relationship is intended to be created by this Agreement. Subcontractor shall at all times maintain Subcontractor's own business as a distinct and separate legal entity from that of CHC.

Performance of the Services described in this Agreement shall be subject solely to the direction and control of the Subcontractor. If the status of the Subcontractor as independent contractor is challenged by any individual, agency or entity at any time, Subcontractor hereby agrees to indemnify and hold CHC and its officers, directors, agents, attorneys, insurers, employee and representatives harmless, as to cost of defense and liability, from any and all claims, causes of action, charges, lawsuits, and tax assessments including penalties and interest, and/or any other potential liability. If, for any reason, Subcontractor is deemed not to be an independent contractor, Subcontractor agrees to pay any and all taxes, penalties, interest or other withholding obligations or assessments imposed on subcontractor and/or CHC based on compensation paid or received under this Agreement, AND, Subcontractor shall pay CHC's reasonable costs and attorneys' fees incurred in the enforcement of this indemnity provision in any administrative, judicial, non-judicial, arbitration, or any other proceeding. This indemnity provisions shall survive the termination of this Agreement. Subcontractor shall pay, when and as due, any and all taxes incurred as a result of Subcontractors' compensation. Subcontractor may perform services for, or be employed by, any additional persons, or companies as Subcontractor sees fit during the term of this Agreement.

- 4. Conditions Precedent to Execution of This Agreement.** Subcontractor shall provide copies of the following documents to CHC upon request: (i) Proof of insurance if required by CHC in accordance with Section 10 of this Agreement, (ii) completed IRS W-9 Tax ID Form; (iii) a copy of the City and County of Los Angeles Business License.
- 5. Time Performance.** The term of this Agreement shall commence on **May 1, 2013** and end **September 29, 2015** unless earlier terminated pursuant to this Agreement, plus any additional period of time as is required to complete any necessary close-out activities. Said term is subject to the provisions herein. Performance shall not commence until the Subcontractor has satisfied the conditions precedent stated in this Agreement to CHC's satisfaction.
- 6. Services to be Provided by the Subcontractor.** Subcontractor shall perform the services described in Exhibit A. All work is subject to CHC approval. Failure to receive approval may result in withholding compensation under this Agreement. Subcontractor shall continue to perform its responsibilities under this Agreement during any dispute as to approval of work. The personnel specified below are considered to be essential to the work being performed under this agreement. Prior to terminating or diverting any of the specified individuals to other programs, the Subcontractor shall notify CHC reasonably in advance and shall submit justification (including proposed substitution) in sufficient detail to permit CHC to evaluate the impact on the program from such changes in personnel. The list of Key Personnel may be amended to add or delete personnel by written approval from CHC. Key Personnel for this contract are:

Dr. Eloisa Gonzalez

- 7. Subcontractor's Duties and Obligations.** Subcontractor shall use its best efforts to perform the services described in this Agreement. Subcontractor shall not make any false, misleading or unauthorized representations to any person or entity concerning CHC and/or its operations, activities and programs, Subcontractors' relationship with CHC or any other material matter related to CHC and/or the subject of this Agreement. Subcontractor shall promptly pay its vendors and for all expenses, supplies, materials or other services required to perform under this Agreement and shall not cause CHC to incur any charge, expense or obligation therefor and no reimbursement will be made except as provided in this Agreement. Subcontractor and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for the Subcontractor's performance of this Agreement and shall pay any fees required therefore. Subcontractor shall immediately notify CHC of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents. Subcontractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, and City and County of Los Angeles. Subcontractor shall keep all information, documents and materials, whether printed, written or stored on electronic, magnetic or other media, that is seen, obtained, or which comes into Subcontractor's possessions pertaining to CHC on the strictest confidence. All materials developed in the course of the performance of this Agreement shall be and is the sole and exclusive property of CHC and shall be returned to CHC at or before the termination of this Agreement unless stipulated otherwise below. This provision shall survive the termination of this Agreement.

## **8. Subcontractor's Representations.**

- (a) Subcontractor represents that it has the expertise, experience, qualifications, skill, knowledge and ability to perform the services described in this Agreement in a professional manner, without the direct advice, control, or supervision of CHC, that it acknowledges that CHC is relying on these representations and that Subcontractor's failure to do so shall constitute a material breach of this Agreement.
- (b) Subcontractor also represents that neither Subcontractor nor any employee, officer or agent of Subcontractor acting on behalf of Subcontractor has been convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the Subcontractor is aware of the conviction.
- (c) Subcontractor represents that Subcontractor has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (d) Subcontractor will maintain a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who is ineligible.
- (e) Finally, Subcontractor represents that in performing work under this Agreement, it will not use the payments received for or as follows:
  - Research
  - Clinical Care
  - Abortions in accordance with Executive Order 13535.
  - Unreasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
  - Awardees may not generally use HHS/CDC/ATSDR funding for the purchase of furniture or equipment. Any such proposed spending must be identified in the budget.
  - Reimbursement of pre-award costs.

**9. Subcontractor's Indemnities.** Subcontractor agrees to indemnify, defend and hold harmless CHC and its officers, directors, agents, attorneys, employees, insurers and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that CHC may incur or suffer and that result from, or are related to any breach or failure of Subcontractor to properly perform any of the services, representations, warranties and agreements contained in this Agreement, AND, Subcontractor shall pay CHC's costs and attorneys' fees incurred in the enforcement of this indemnity provision in any administrative, judicial, non-judicial, arbitration, or any other proceeding. This provision shall survive the termination of this Agreement.

## **10. Restriction Against Lobbying.**

- (a) Subcontractor acknowledges that funding for this Agreement is made possible under the federal Prevention and Public Health Fund and as such is subject to section 4002 of Public Law 111-148. Subcontractor agrees that no part of any payments under this Agreement shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- (b) Subcontractor also agrees that no part of any payments received under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislative

body, other than normal and recognized executive-legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- (c) Subcontractor acknowledges that the prohibitions in subsections (a) and (b) above shall include any activity to advocate or promote any proposed, pending, or future Federal, State, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- (d) Subcontractor further agrees that none of the payments made under this Agreement will be used, in whole or in part, to advocate or promote gun control.
- (e) Finally, notwithstanding any other provision of this Agreement, Subcontractor agrees that no payments made under this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

- 11. Subcontractor's Insurance.** During the term of this Agreement and without limiting Subcontractor's indemnification of CHC, Subcontractor shall provide and maintain at its own expense insurance fully covering Subcontractor and the activities under this Agreement. All such insurance shall be obtained from brokers or carriers admitted and authorized to transact insurance business in California. Evidence of insurance shall be submitted to and approved by CHC upon request. Subcontractor's insurance shall be primary and shall not call on CHC for contributions. Subcontractor's failure to procure or maintain the required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which CHC may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect CHC's interests and pay any and all premiums in connection therewith and recover all monies so paid from Subcontractor.
- 12. Compensation and Method of Payment.** CHC shall pay to the Subcontractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed the maximum sum set forth in Exhibit B. No payment or any installment thereof shall be due or payable unless and until Subcontractor submits an itemized, detailed invoice listing to CHC's satisfaction all services provided for which payment is sought no later than the tenth (10<sup>th</sup>) calendar day of the month following the month in which the services were provided and the work or services for which payment is sought have been approved and accepted by CHC. This invoice shall be accompanied by documentation to support the payment requested. No payment shall be due or payable and CHC shall not be obligated to make any payment notwithstanding any performance by Subcontractor if funding provided to CHC is terminated. It is understood that CHC makes no commitment to fund this Agreement beyond the terms set herein.
- 13. Applicable Law, Interpretations and Enforcement.** This Agreement shall be enforced and interpreted under the laws of the State of California. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable the validity of the remaining portions of provisions shall not be affected.
- 14. Conflict of Interest.** Subcontractor represents that in entering into this Agreement none of its directors, officers, employees, or agents is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family or business.
- 15. Rights to Data.** The Parties agree that CHC is the owner and author of all information and material developed in the course of the performance of this Agreement and is free to copyright material or to permit other's to do so. CHC shall have unlimited rights to any data first produced or delivered under this Agreement.
- 16. Confidentiality.** CHC and Subcontractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing entity and require special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only

on a “need-to-know” basis. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

- 17. Defaults.** Should the Subcontractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, CHC reserves the right to (a) Reduce the total budget; (b) Make any changes in the general scope of this Agreement; (c) Suspend operations; or (d) Terminate the Agreement. CHC may suspend all or part of the operations for failure by the Subcontractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
- 18. Termination of Agreement.** CHC may terminate this Agreement and be relieved of any obligation to make any payment under this Agreement should the Subcontractor fail to perform the requirements of this Agreement at the time and in the manner provided. In the event of such termination CHC may proceed with the work in any manner it deems proper. All costs to CHC therefore shall be deducted from any sum otherwise due the Subcontractor under this Agreement. CHC may withhold any payments due to the Subcontractor until such time as the exact amount of any damages that may be due to CHC from the Subcontractor is determined. The foregoing shall also apply to termination and the end of the term or upon completion of the performance of this Agreement. Either party may terminate this Agreement at any time for breach or for any or no reason by giving written notice to the other party. Termination shall be effective immediately if notice is given by personal delivery, facsimile or Email or two (2) days from deposit of the notice in the U.S. Mail or with a courier service. This Agreement shall terminate automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; (c) death of either party, (d) lack of funding or change in the funding, structure or business activities of CHC. Unless otherwise provided in this Agreement, in the event of termination of this Agreement the parties shall have no further obligations to each other except that Subcontractor shall be entitled only to compensation actually earned by Subcontractor for satisfactory performance of the Services described in this Agreement prior to the date of termination, subject to actual receipt by CHC of the Services and Subcontractor’s satisfactory and substantial performance of the terms and conditions of this Agreement and any credit, set-off or reductions due CHC.
- 19. Dispute Resolution.** Unless otherwise provided in this Agreement, any controversy or claim arising under or relating to this Agreement will be settled by binding arbitration in accordance with the commercial rules of the Judicial Arbitration and Mediation Association (JAMS), and judgment on the award may be entered in any court having competent jurisdiction. The parties to any arbitration under this paragraph shall bear the costs of the arbitration equally. Subcontractor and CHC acknowledge that they have each read and understood this provision and signify their agreement herewith by placement of their initials here:
- |                        |              |
|------------------------|--------------|
| _____<br>Subcontractor | _____<br>CHC |
|------------------------|--------------|
- 20. Attorneys’ Fees.** In any action at law, in equity, or arbitration if necessary to enforce or interpret any term of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, costs, and necessary expenses related to such proceedings in addition to any other relief to which it may be entitled.
- 21. Severability.** In the event any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the other provisions of this Agreement shall remain in full force and effect.
- 22. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreement, negotiations or conversations previously existing between the parties with respect to the subject matter of this Agreement. No change, modification, alteration or extension of this Agreement shall ever be effective unless made in writing and duly signed by parties hereto. The terms of this Agreement are intended by the parties as a final, integrated expression of their agreement with respect to those terms and they may not be contradicted by evidence of any prior agreement or of any contemporaneous agreement.



- 23. Non-Assignment.** This Agreement shall insure to the benefit of and bind the successors and assigns of CHC. Subcontractor acknowledges that this Agreement and the performance of the Services described in this Agreement are personal and not subject to assignment by Subcontractor and such assignment is expressly prohibited.
- 24. Waiver of Covenants, Conditions or Remedies.** The waiver by one party of the performance of any covenant, condition or promise under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant, condition or promise under this Agreement. The waiver by either or both Parties of the time for performing any act under this Agreement shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provision in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.
- 25. Further Acts.** Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- 26. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. The Parties each represent that the persons signing this Agreement on their respective behalf is duly authorized and empowered to bind such party.

IN WITNESS WHEREOF, CHC and the Subcontractor have caused this Agreement to be executed by their duly authorized representatives as of the date first stated above.

COMMUNITY HEALTH COUNCILS, INC.

LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC HEALTH

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

Lark Galloway Gilliam, Executive Director

Jonathan Fielding, MD, MPH, Director  
and Health Officer

**EXHIBIT A**  
**SERVICES TO BE PROVIDED BY SUBCONTRACTOR (SCOPE OF WORK)**

The Los Angeles County Department of Public Health (LACDPH) has been selected by Community Health Councils', Inc. to participate in the Centers for Disease Control and Prevention funded "Partners in Health" REACH Demonstration Project to receive funding to conduct the following activities beginning May 1, 2013 and continuing through September 29, 2015:

**Section I: Partnership Responsibilities**

As a participant in the REACH Demonstration Project, the Subcontractor agrees to the following:

- Assign an organizational lead to serve as the program liaison responsible for implementation and management of the partnership agreement with CHC and management of the Joint Use Moving People to Play (JUMPP) Task Force
- Ensure collaboration and coordination with its Division of Chronic Disease and Injury Prevention (CDIP)
- Foster relationships between CHC staff and LACDPH CDIP staff
- Complete and submit necessary financial and program reporting documents in a timely manner and in accordance with the reporting requirements
- Support the overall project evaluation including documenting program activity
- Maintain consistent representation and participation in quarterly (or as needed) Partners in Health REACH Demonstration partnership meetings
- Collaborate with CHC, CDC, and other partners in the development of project strategies
- Participate in scheduled conference calls with CDC Project Officer and CD Subject Matter Experts
- Participate as needed in funder site visits, CDC required trainings and ongoing inquires
- Facilitate the fostering of formal agreements between schools and resource partners

**Section II: Objective(s), Milestones and Deliverables**

Overview: LACDPH will work to establish food and physical activity resources on campuses of at least 10 schools in the project area by coordinating the development and establishment of shared use/site agreements in these 10 schools within the South LA and West Adams Community Planning areas. This will include outreach and technical assistance to community based organizations in the development and provision of community-focused strategies in the project target area.

As a Subcontract and partner, LACDPH agrees to actively and consistently contribute to the achievement of the following program objectives through the activities and milestones outlined below:

**Objective 2.2:** *By September 2015, increase from 0 to 10, the number of schools with shared use agreements that increase physical activity and consumption of fresh vegetables and fruits by students, their families and community residents of the intervention populations to reduce obesity and hypertension rates.*

<b>Milestone</b>	<b>LACDPH Activities</b>	<b>Timeline</b>
1. Obtain commitment from Joint Use Moving People to Play (JUMPP) membership to focus Task Force resources and efforts in the REACH Demonstration Project's geographic target areas for the term of this grant.	<ul style="list-style-type: none"> <li>Obtain commitment from Joint Use Moving People to Play (JUMPP) membership to focus Task Force resources and efforts in the REACH Demonstration Project's geographic target areas for the term of this grant</li> <li>Hire/identify Project Manager to implement the project objectives and manage the JUMPP Task Force</li> </ul>	Q3
2. Determine feasibility of integrating other LADPH school based projects at project area schools	<ul style="list-style-type: none"> <li>Develop plan for coordination and integration of other LAC DPH programs at project area schools</li> </ul>	Q3-Q4
3. Conduct scan using available data to identify potential school sites for program implementation based on level of need and impact.	<ul style="list-style-type: none"> <li>Utilize data, identify and reach agreement with CHC and LAUSD on 10 schools within project area for the development and implementation of new nutrition and/or physical activity resources</li> </ul>	Q4: 2 schools Q5: 2 schools Q6: 3 schools Q7: 3 schools
4. Identify outside funding for additional capital to sustain program	<ul style="list-style-type: none"> <li>Research grant opportunities</li> <li>Provide quarterly list of potential funders to project team</li> </ul>	Q3-Q12
5. Develop relationship and communication with appropriate school administrators and school site councils to secure agreement and support of program activities.	<ul style="list-style-type: none"> <li>Secure agreements with 10 schools to participate and support project objectives</li> <li>Participate in CCC introductory meetings with administrators</li> </ul>	Q4: 2 schools Q5: 2 schools Q6: 2 schools Q7: 2 schools Q8: 2 schools
6. Identify structure and convene key stakeholders, faculty, school officials, students and parents to form leadership council to review and develop site specific plan and oversee partnership agreements.	<ul style="list-style-type: none"> <li>Participate in at least 1 quarterly meeting between school stakeholders to ensure local oversight of project development</li> <li>Develop school site specific plan for physical activity and/or nutrition program development in consultation with school leadership</li> </ul>	Q4: 1 school Q5: 1 school Q6: 2 schools Q7: 2 schools Q8: 2 schools Q9: 1 school Q10: 1 school
7. Assess school readiness through systematic scan and assessment of existing school-	<ul style="list-style-type: none"> <li>Develop comprehensive list and analysis of physical activity and/or</li> </ul>	Q3: 1 school Q4: 2 schools

<b>Milestone</b>	<b>LACDPH Activities</b>	<b>Timeline</b>
based programs and community partnerships at each school, approval process, requirements and potential impediments	nutrition joint use/school site agreements at each of the (10) schools	Q5: 1 school Q6: 2 schools Q7: 2 schools Q8: 2 schools
8. Conduct community mapping of resource assets and deficits ¼ mile surrounding area to identify need for additional resources on school campuses	<ul style="list-style-type: none"> <li>• Provide list of physical activity and nutrition resources surrounding (10) school campuses</li> </ul>	Q4: 1 school Q5: 2 school Q6: 1 school Q7: 2 schools Q8: 2 schools Q9: 2 schools
9. Survey and conduct focus groups to assess nutritional and physical activity preference and resource needs of student body, their family and surrounding community to expand shared use.	<ul style="list-style-type: none"> <li>• Conduct survey using agreed upon tool to assess nutrition and physical activity preferences and resource needs of students and surrounding community</li> <li>• Provide health outcome goals for intervention populations</li> </ul>	Q4: 1 school Q5: 1 school Q6: 2 schools Q7: 2 schools Q8: 2 schools Q9: 1 school Q10: 1 school
10. Identify, select and formalize agreement between resource partners and schools for the provision of food and physical activity interventions and evidence-based programs and practices.	<ul style="list-style-type: none"> <li>• Review partnership agreement to assess potential impact of partnerships on improved health outcomes in the intervention population</li> </ul>	Q7: 2 school Q8: 2 schools Q9: 2 schools Q10: 2 schools Q11: 1 school Q12: 1 school

## **EXHIBIT B**

### **SCHEDULE OF COMPENSATION**

Compensation shall be based upon a combination of satisfactory completion of (1) the agreed upon milestones, deliverables and (2) submission of all required program and financial reports, data and invoices in a timely and accurate manner.

#### Year 1

CHC agrees to provide funding to support the agreed upon activities rendered by Subcontractor in an amount not to exceed **\$80,888** for year 1 of this agreement (May 1, 2013 – September 29, 2013) in accordance with the terms of this agreement and following schedule:

Within thirty (30) days of the execution of this contract, CHC shall provide an initial payment not to exceed 10% of the sub-contractor's year one award (as described in Exhibit B).

The Quarterly Cost Report due on July 10, 2013 shall cover the expenses incurred and deliverables obtained during the period of May 1, 2013 through June 30, 2013. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 45% of the year one award (as described in Exhibit B), minus any savings from the previous payment, within 30 days from the date of receipt.

The Quarterly Cost Report due on October 10, 2013 shall cover the expenses incurred and deliverables obtained during the period of July 1, 2013 through September 29, 2013. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 45% of the year two award (as described in Exhibit B), minus any savings from the previous payment, within 30 days from the date of receipt.

#### Year 2

CHC agrees to provide funding to support the agreed upon activities rendered by Subcontractor in an amount not to exceed **\$222,364** for year 2 of this agreement (September 30, 2013-September 29, 2014) in accordance with the terms of this agreement and following schedule:

The Quarterly Cost Report due on January 10, 2014 shall cover the expenses incurred and deliverables obtained during the period of September 30, 2013 through December 31, 2013. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 25% of the year two award (as described in Exhibit B), minus any savings from the previous payment, within 30 days from the date of receipt.

The Quarterly Cost Report due on April 10, 2014 shall cover the expenses incurred and deliverables obtained during the period of January 1, 2014 through March 31, 2014. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 25% of the year two award (as described in Exhibit B), minus any savings from the previous payment within 30 days from the date of receipt.

The Quarterly Cost Report due on July 10, 2014 shall cover the expenses incurred and deliverables obtained during the period of April 1, 2014 through June 30, 2014. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 25% of the year two award (as described in Exhibit B), minus any savings from the previous payment within 30 days from the date of receipt.

The Quarterly Cost Report due on October 10, 2014 shall cover the expenses incurred and deliverables obtained during the period of July 1, 2014 through September 29, 2014. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 25% of the year two award (as described in Exhibit B), minus any savings from the previous payment, within 30 days from the date of receipt.

### Year 3

CHC agrees to provide funding to support the agreed upon activities rendered by Subcontractor in an amount not to exceed **\$187,748** for Year 3 of this agreement (September 30, 2014-September 29, 2015) in accordance with the terms of this agreement and following schedule:

The Quarterly Cost Report due on January 10, 2015 shall cover the expenses incurred and deliverables obtained during the period of September 30, 2014 through December 31, 2014. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 25% of the year two award (as described in Exhibit B), minus any savings from the previous payment, within 30 days from the date of receipt.

The Quarterly Cost Report due on April 10, 2015 shall cover the expenses incurred and deliverables obtained during the period of January 1, 2015 through March 31, 2015. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 25% of the year two award (as described in Exhibit B), minus any savings from the previous payment within 30 days from the date of receipt.

The Quarterly Cost Report due on July 10, 2015 shall cover the expenses incurred and deliverables obtained during the period of April 1, 2015 through June 30, 2015. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 25% of the year two award (as described in Exhibit B), minus any savings from the previous payment within 30 days from the date of receipt.

The Quarterly Cost Report due on October 10, 2015 shall cover the expenses incurred and deliverables obtained during the period of July 1, 2015 through September 29, 2015. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 25% of the year three award (as described in Exhibit B), minus any savings from the previous payment and/or any adjustments based on a final reconciliation of expenses, within 30 days from the date of receipt.

Funding for Years 2 and 3 are subject to change and will be based upon satisfactory progress and achievement of the agreed upon milestones and commensurate with the overall distribution of the project workload.

Accepted by:

\_\_\_\_\_  
CHC Exec Dir Initial

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subcontractor Initial

\_\_\_\_\_  
Date

Los Angeles County Chief Executive Office  
Grant Management Statement for Grants Exceeding \$100,000

Department: Public Health

Grant Project Title and Description

Racial and Ethnic Approaches to Community Health Obesity and Hypertension Demonstration Project

Funding Agency	Program (Fed. Grant #State Bill or Code #)	Grant Acceptance Deadline
Community Health Councils, Inc.	Federal Centers for Disease Control and Prevention# U58DP004732-PPHF12 pass through Community Health Councils, Inc.	Board of Date Approval

Total Amount of Grant Funding: \$491,000

County Match Requirements: N/A

Grant Period: Begin Date: May 1, 2013

End Date: September 29, 2015

Number of Personnel Hired Under this Grant: Full Time 1 Part Time 0

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary "N" items? Yes ☐ No ☒

Is the County obligated to continue this program after the grant expires Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☐ No ☒

(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes ☒ No ☐

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signature

*Cynthia A. Herdij*

Date

*3/28/13*